

AGREEMENT

THIS AGREEMENT is made as of May 28, 2008 (the "Effective Date") by and between Elephant Group, Inc., ("Elephant Group"), a Delaware corporation with its principal place of business located at 3303 West Commercial Blvd., Ft. Lauderdale, FL 33309 and Homes.org LLC, a wholly-owned limited liability company of Elephant Group Inc., (hereinafter referred to as "Elephant Group"), and ADT Security Services, Inc., a Delaware corporation (hereinafter referred to as "ADT").

WITNESSETH:

WHEREAS, Elephant Group is in the business of promoting various consumer goods and services in the United States of America (the "U.S.");

WHEREAS, ADT is in the business of providing electronic security services to residences in the U.S., including the sale, installation, monitoring, and maintenance of electronic security systems in such residences directly or through its Authorized Dealer Program of independent contractor ADT Authorized Dealers (collectively, "Electronic Security Services");

WHEREAS, ADT Authorized Dealers, as independent contractors, (collectively, "ADT Dealers") are in the business of providing electronic security services to residences in the U.S., including the installation and maintenance of Electronic Security Systems in such residences.

WHEREAS, the parties desire for Elephant Group to promote and refer leads for acceptance by ADT Authorized Dealers, and for ADT Authorized Dealers to sell and install Electronic Security Services to such Elephant Group referrals/leads (collectively, "Elephant Group Referral/Leads") as provided herein and further described in Exhibit B attached hereto and made part of this Agreement (the "Marketing Program");

WHEREAS, Elephant Group and ADT entered into an agreement dated June 14, 2007 ("First Elephant Group Agreement") to market, promote, and refer leads for acceptance by ADT and the parties now wish to authorize Elephant Group to market, promote, and refer leads for acceptance by ADT Authorized Dealers in lieu of ADT;

WHEREAS, the parties wish to replace and supersede entirely the 2007 First Elephant Group Agreement with the terms of this Agreement as of the Effective Date;

WHEREAS, Elephant Group wishes ADT to allow it the use of the ADT's name and trademarks in connection with the Marketing Program and to allow Elephant Group to promote to Elephant Group Referrals/ Leads, the ADT products and services described in Exhibit A;

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Compensation. As total compensation for the overall marketing efforts described in this Agreement the parties agree to the commission schedule as provided herein and further described in Exhibit C attached hereto and made part of this Agreement (the "Commission Schedule"), which payment of commissions to Elephant Group shall be the sole obligation of ADT Dealers and not of ADT.

2. Reporting. Subject to the confidentiality provisions of this Agreement, ADT shall provide Elephant Group with such information regarding ADT Dealer sales initiated by Elephant Group (as described in Exhibit B) as is reasonably necessary for calculating commissions due to Elephant Group under Exhibit C.

3. Marketing Program. In furtherance of this Agreement, Elephant Group shall perform the Marketing Program as provided herein and as further described in Exhibit B attached hereto and made part of this Agreement.

(a) ADT shall have the right, in its absolute discretion, to review, modify, and approve or object to any promotional materials prepared by Elephant Group pertaining to ADT's Equipment and/or Services. Elephant Group shall submit to ADT for its review and approval all promotional materials prepared by Elephant Group pertaining to ADT's Equipment and/or Services. ADT will make reasonable commercial efforts to reply to such requests within ten (10) business days of receipt of said materials from Elephant Group.

(b) Elephant Group agrees that its authority under this Agreement shall be strictly limited to the advertisement and promotion of orders for the Equipment and Services set forth in Exhibit A and any such other Equipment and Services which may be agreed to in writing or e-mail signed by an ADT authorized representative at the Director level or above. In the advertising solicitation and in the performance of this Agreement generally, Elephant Group shall not have the right or authority to make any verbal or written representations, promises, conditions, inducements or warranties, express or implied, with regard to ADT Equipment and/or Services not previously set forth in writing by ADT. Elephant Group shall not have the right or authority to create any obligation of any kind on behalf of ADT, particularly including, but not limited to, the right or authority to in any way modify any of the terms of any ADT agreement, including the ADT Authorized Dealer Residential Alarm Services Agreement (the ADT approved form of customer contract used by ADT Authorized Dealers), including but not limited to the limit of liability and the warranty provisions covering the ADT Equipment and Services involved. In connection with its marketing efforts Elephant Group shall make clear that the sale of such Equipment and Services is by ADT or an ADT Authorized Dealer and not a sale by Elephant Group.

4. Trademarks and Trade Names.

4.1 Grant by Elephant Group. ADT shall not knowingly use, authorize or encourage others to use in any manner or form whatsoever, any trademarks, service marks or trade names owned by Elephant Group respectively or their affiliates, or any other confusingly similar trademarks, service marks or trade names, without the prior express written approval of Elephant Group. The term "Affiliate" shall mean any corporation or other person or entity that directly or indirectly controls, is controlled by, a successor-in-interest to, or alter ego of, or is under common control with, ADT or Elephant Group, respectively.

Solely for the purpose of participating in the Marketing Program, Elephant Group hereby grants to ADT a limited license to use Elephant Group's trademark, service marks or trade names as such party may deliver to the other party as is necessary for performing its obligations under this Agreement. ADT shall not represent itself as a licensee of Elephant Group, and no provision of this Agreement shall be construed as vesting in ADT any control whatsoever in Elephant Group or any of its Affiliates or their respective operations.

4.2 Grant by ADT. Solely for the purpose of conducting its business pursuant to the terms of this Agreement and no other, ADT hereby grants to Elephant Group a revocable limited, non-transferable, non-exclusive right, through permission granted from ADT Services AG, Schaffhausen, Switzerland, the owner and licensor of the ADT trademarks, to use ADT's trademark, service marks or trade names ("IP") as ADT may deliver in writing to Elephant Group as is necessary for performing its obligations under this Agreement. Elephant Group shall not represent itself as an ADT licensee, or ADT Dealer licensee and no provision of this Agreement shall be construed as vesting in Elephant Group any control whatsoever in ADT or any of its Affiliates or their respective operations. Elephant Group shall not knowingly use, authorize or encourage others to use in any manner or form whatsoever, any trademarks, service marks or trade names owned by ADT or its affiliates, or any other confusingly similar trademarks, service marks or trade names, on or in connection with any materials or products processed or manufactured by ADT without the prior express written approval of the other. Once ADT's written approval has been provided, Elephant Group must obtain ADT's written approval for any material changes to its use, or use by others at the direction of Elephant Group, of ADT's trademarks, service marks or trade names.

Elephant Group and/or its agents shall obtain ADT's prior written approval before using any of the IP in any way, including as part of its Advertisements (as hereinafter defined) and affixing the IP to any products (except as to those products previously approved by ADT for use by Elephant Group), and may only continue to use the IP until ADT revokes such authorization in the sole exercise of ADT's discretion. Termination of this Agreement shall, unless ADT advises otherwise in writing, be deemed to be a revocation of ADT's authorization for Elephant Group to use the IP, or any part thereof. Upon revocation by ADT of Elephant Group's limited right to use of any or all of the IP, Elephant Group shall immediately cease its use of such IP and shall, at its sole cost and

expense, return or destroy all IP at ADT's instruction and take all actions that are necessary in order to be immediately in compliance with this provision.

Provided that all IP granted hereunder by either party shall only be for purposes of and as necessary for Elephant Group to perform under this Agreement.

4.3 Ownership of Work Product. Elephant Group and ADT intend for the Work Product, as defined herein, to be a work made for hire. Elephant Group hereby assigns to ADT the entire right, title and interest in and to all advertising and marketing materials prepared by Elephant Group under this Agreement, or the website URL www.buyadt.com and all related documentation, specifications, notes, drawings, designs, procedures, discoveries and inventions, including, but not limited to, patents, copyrights (including any related renewal rights), trade secrets and any other intellectual property rights, whether in the United States of America or abroad related thereto ("Work Product"). It is understood and agreed that the foregoing grant applies to work product created under the First Elephant Group Agreement, but does not otherwise apply to any material existing in a tangible medium of expression prior to the commencement of the work by Elephant Group on the Work Product that is incorporated into the Work Product delivered under this Agreement ("Pre-existing Material"); provided, however, that Elephant Group hereby grants to ADT an irrevocable, perpetual, worldwide, transferable, fully paid and royalty-free license to the Pre-existing Material, with rights to sublicense throughout multiple levels of sublicensees, to use reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed. Elephant Group agrees to render reasonable cooperation to ADT in the procurement and maintenance of ADT's rights in the Work Product, documentation and specifications and to sign all papers which ADT may deem necessary and desirable to vesting ADT with such rights throughout the world, including cooperation in prosecution or litigation of applicable patents, copyrights and other proceedings.

ADT, subject to the head license between ADT and ADT Services AG, grants Elephant Group the limited right and license to utilize this ADT owned website URL www.buyadt.com for the limited purpose of Elephant Group performing its marketing activities under and during the term of this Agreement

5. Effective Date and Termination.

(a) This Agreement shall be effective on the Effective Date as set forth on page one of this Agreement and have an initial term from the Effective Date of this agreement and ending 12 months after the Effective Date ("Initial Term").

(b) After expiration of the Initial Term (such date of expiration being referred to

herein as the "Initial Term Expiration Date"), this Agreement shall automatically renew on the terms and conditions contained herein for up to four (4) additional, successive twelve (12) month periods, each commencing on the anniversary date of the Initial Term Expiration Date, unless either party shall notify the other in writing of its desire to terminate this Agreement ("Notice of Non-renewal") at least sixty (60) days prior to the annual anniversary date hereof (each such twelve (12) month period being referred to herein as a "Renewal Term") which Notice of Non-renewal shall be delivered by means of overnight mail via a nationally recognized overnight delivery service such as Federal Express.

(c) Upon the expiration or early termination of this Agreement by either party, ADT shall continue to make its services available to each ADT Customer until such time as such ADT Customer or ADT may elect to cancel in accordance with the terms and conditions of the ADT Authorized Dealer Residential Alarm Services Agreement with such ADT Customer.

(d) In addition to any other remedies ADT may have for Elephant Group's breach of this Agreement, and notwithstanding anything contained herein to the contrary, this Agreement shall be terminated by ADT, effective as of the date of the notice of termination from ADT to Elephant Group:

1. upon thirty (30) days prior written notice to Elephant Group setting forth in detail the basis for such termination, if Elephant Group has breached a material provision of this Agreement and (i) Elephant Group has not cured said breach within thirty (30) days after Elephant Group's receipt of written notice of same.

2. immediately, without further notice to or opportunity of Elephant Group to cure, upon Elephant Group's declaring bankruptcy or insolvency, any assignment by Elephant Group for the benefit of their respective creditors, any change in the control or management of Elephant Group by operation of law or otherwise without the prior written consent of ADT, the termination of Elephant Group's business as a going concern; the dissolution, liquidation, merger or consolidation of Elephant Group or the sale or other transfer by Elephant Group of all or a material portion of its assets;

3. immediately, without further notice to or opportunity of Elephant Group to cure, upon the determination by ADT, in its reasonable discretion, of the occurrence of any material illegal, fraudulent or dishonest act of Elephant Group, its agents or its employees; and

(e) This Agreement may be terminated by ADT, effective as of the date of the notice of termination from ADT to Elephant Group at any time at the absolute discretion of ADT, with or without cause or upon breach of this Agreement and without further notice to or opportunity of Elephant Group to cure, upon thirty (30) days advance written notice to Elephant Group.

(f) This Agreement may be terminated by Elephant Group: (i) upon thirty (30) days prior written notice to ADT setting forth in detail the basis for such termination if ADT has breached a material provision of this Agreement and ADT has not cured said breach within thirty (30) days after ADT's receipt of written notice of same; or (ii) at any time at the option of Elephant Group, with or without cause, and without further notice to or opportunity of ADT to cure, upon forty-five (45) days advance written notice to ADT.

(g) Elephant Group will receive compensation as outlined in Exhibit C for any Referrals or Leads provided to an ADT Dealer, which payment of commissions to Elephant Group shall be the sole obligation of ADT Dealers and not of ADT.

6. Indemnification.

(a) **Indemnification by ADT.** ADT hereby agrees to indemnify, defend and hold Elephant Group harmless from and against any and all claims, actions, costs (including court costs and attorneys' fees), expenses, losses, liabilities, and damages: resulting from or relating to, any negligence or intentional torts by ADT, its Affiliates, officers, directors, employees and agents, in connection this Agreement, except to the extent that any such claim or action is due to any negligent acts, omissions, wrongful acts, fault or willful misconduct of Elephant Group, its employees, agents or invitees. If any act or proceeding in connection with any such matter is brought against Elephant Group, Elephant Group shall immediately notify ADT and furnish by overnight delivery ADT with a copy of any papers served. In no event shall ADT indemnify Elephant Group from losses, damages, fees, expenses or other financial obligations incurred because of acts of ADT Dealers. In no event will ADT be liable for acts or omissions of ADT Dealers and Elephant Group hereby holds ADT harmless for same and covenants not to sue ADT based upon any acts or omissions of any ADT Dealer.

(b) **Indemnification by Elephant Group.** Elephant Group shall indemnify, defend and hold ADT, its Affiliates, officers, directors, employees and agents (collectively the "ADT Group") harmless from and against any and all damages, costs (including court costs and attorneys' fees), losses, fees and expenses suffered by the ADT Group resulting from or relating to, any negligence or intentional torts by Elephant Group, its Affiliates, officers, directors, employees and agents, in connection with or related to this Agreement, except to the extent that any such claim or action is due to any negligent acts, omissions, wrongful acts, fault or willful misconduct of ADT, its employees, agents or invitees. If any act or proceeding in connection with any such matter is brought against ADT, ADT shall furnish Elephant Group with a copy of any papers served

7. Limitation of Liability. In no event will a party to this Agreement be liable to the other for indirect, incidental, consequential, punitive, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from performance under or failure of performance of any provision of this

Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or lost business, unless such breach is as a result of gross negligence or willful misconduct. Notwithstanding the foregoing, to the extent permitted by applicable law, the limitations of liability set forth in this section shall not apply in connection with amounts payable as a result of gross negligence or willful misconduct.

8. Confidentiality.

(a) Except for the Referrals, Leads, and related customer information, provided to ADT by Elephant Group, the names, addresses, telephone numbers and other personal information of Elephant Group customers, market research done by Elephant Group, strategic plans, financial information, intellectual property, data reporting and tracking systems, and advertising materials that have been created, developed for or by, or are acquired, by Elephant Group are proprietary, owned by Elephant Group and are to be considered and treated as trade secrets. All of the foregoing shall remain the exclusive property of Elephant Group and shall not be used for any purposes or divulged by ADT to any third party, without the specific written consent of Elephant Group, which may be granted or withheld by Elephant Group in its sole discretion. Notwithstanding the foregoing, ADT and ADT Authorized Dealers may utilize such information in connection with performing their obligations under this Agreement and shall take all steps as are necessary to prevent such Confidential Information from being disclosed to third parties. This provision shall not apply to the extent that such information is independently discernible or is in the public domain or the disclosure of such information is required by law or must be disclosed by ADT or an ADT Authorized Dealer in order to discharge their obligations hereunder. In the event of any violation of this paragraph, ADT hereby agrees and acknowledges that Elephant Group and its applicable Affiliate shall suffer irreparable harm which will be sufficient to warrant the entry of injunctive relief against any further violation. This provision shall survive termination of this Agreement.

(b) Elephant Group recognizes, acknowledges, covenants and agrees with ADT that as part of Elephant Group's relationship with ADT, Elephant Group will have access to, or in their possession, IP, ADT or ADT Dealer's customer and subscriber information, ADT Dealer lists and identifying information, and other documents, proprietary procedures and information concerning ADT's and its Affiliates' businesses that are not available to the public (collectively referred to as "ADT Confidential Information"), and that are the sole and exclusive property of ADT, and that are valuable, special, and unique assets of ADT and its Affiliates. Elephant Group agrees that it will maintain strict confidentiality with respect to such ADT Confidential Information and that it shall not, directly or indirectly, disseminate it or use it for any purposes unrelated to Elephant Group's obligations under this Agreement for any reason whatsoever without first obtaining ADT's prior written consent. Elephant Group shall take all steps as are necessary to protect the confidential and proprietary nature of the ADT Confidential Information and shall not use the ADT Confidential Information for any purpose that is not beneficial to ADT as determined by ADT in its sole and absolute discretion. Upon termination of this Agreement, all ADT

Confidential Information, including summaries, analyses and copies thereof, shall be immediately destroyed at Elephant Group's sole cost and expense. Elephant Group shall, upon completion of such destruction, certify in writing to ADT that it has fulfilled its obligations under this Section and Elephant Group shall undertake these acts without any notice or request by ADT. Elephant Group agrees that it will be responsible for violations of this Section by any of its Representatives, regardless of whether or not such violations occurred while the Representatives were performing duties on ADT Dealer's behalf. In the event of any violation, Elephant Group hereby agrees and acknowledges that ADT and its applicable Affiliate shall suffer irreparable harm which will be sufficient to warrant the entry of injunctive relief against any further violation. Elephant Group agrees that it shall be jointly and severally liable for all costs, expenses and fees (including court costs and attorney fees in connection with any action instituted by ADT or any of its Affiliates seeking to remedy and/or enjoin any violation of Section). This Section shall survive termination of this Agreement.

9. Competition.

From the Effective Date until December 31, 2008, Elephant Group (including their Affiliates) understand and specifically agree: (i) that Elephant Group shall act exclusively and solely for ADT's benefit in that Elephant Group shall only market security services, or Electronic Event Detection Services on behalf of ADT or ADT Dealers; (ii) that Elephant Group and their Affiliates shall not offer services and/or products to any other alarm company or other entity engaged (in whole or in part) in the Electronic Event Detection Services industry or in providing security monitoring services or installation; (iii) that all Referrals and Leads generated by Elephant Group, its Representatives and Affiliates shall be offered for sale exclusively to ADT Dealers, and (iv) no entity, other than ADT (or any of its Affiliates) and ADT Dealers may provide Electronic Event Detection Services or any other security monitoring services or installation, with respect to the Referral or Lead that ADT or ADT Dealers purchased from Elephant Group.

After December 31, 2008, however, Elephant Group shall maintain the exclusivity provided for in the paragraph above for <http://buyadt.com>.

Elephant Group further agrees and acknowledges that neither it nor its known Affiliates are an ADT Dealer and that they shall not hold themselves out as same.

After December 31, 2008, Elephant Group shall maintain parity between ADT and any other security monitoring company it elects to market on behalf of through <http://www.homes.org> or any other domain and/or url. Such parity shall include: providing more prominent placement on such sites for non-ADT advertisements, brands, logos; selecting or influencing which customers are referred to which security monitoring companies.

10. No Preferential Treatment. Elephant Group also hereby agrees and acknowledges that it will not enter into any agreements whereby it will provide any ADT Authorized Dealer preferential treatment including, but not limited to, preferential

access to leads or preferential pricing nor will Elephant Group give any ADT Authorized Dealer preferential treatment including, but not limited to, preferential access to leads or preferential pricing. With the single exception of Exhibit F hereto – Promotion Agreement – any contract – however communicated or agreed upon, whether oral, written, or otherwise – between Elephant Group and an ADT Authorized Dealer shall be submitted to ADT for review. ADT shall have the right to veto such contracts in their entirety or any terms thereof and any such contracts for which ADT has not given its written consent shall be deemed a breach of this Agreement entitling ADT to immediate injunctive relief against Elephant Group in the performance of the contract.

11. **Non-solicitation.** Elephant Group expressly acknowledges that all ADT or ADT Authorized Dealer Residential Alarm Services Agreements ADT secures as a result of the Marketing Program, and all other relationships between ADT, its Affiliates, current and former Subscribers and other customers (collectively “ADT Customers”), and the attendant goodwill, customer information, customer installation and equipment information are the exclusive property of ADT or its Affiliates, as the case may be, provided that Elephant Group has been fully compensated for the Referrals and Leads and that Elephant Group does not have any rights, claims or interests in, or with respect to, such ADT or ADT Authorized Dealer Residential Alarm Services Agreements and/or ADT Customers and/or the attendant goodwill, customer information, customer installation and/or equipment information. Accordingly, Elephant Group agrees that during the period beginning upon execution of this Agreement by Elephant Group and ADT, and ending ten (10) years after termination of this Agreement:

11.1 That Elephant Group shall not, without first obtaining the express written consent of ADT, directly or indirectly solicit, sell to, communicate with, advertise to, or accept money from, any ADT Customers regarding the sale of Electronic Event Detection Services or Products or any other security monitoring services or installation thereof. This Section 11.1 shall not apply:

11.1.1 so long as this Agreement is in effect, after December 31, 2008 Elephant Group may market security monitoring services on <http://www.homes.org> or any other domain owned by Elephant Group;

11.1.2 so long as this Agreement is in effect, to any ADT Customer that elects security monitoring or Electronic Event Detection Services through <http://www.homes.org> or any other domain owned by Elephant Group shall not cause Elephant Group to be a violation of Section 11 of this Agreement, provided such ADT customer is beyond the initial three (3) year term of their ADT Residential Services Contract.

11.1.2.1 Elephant Group shall use its best efforts to ensure that no ADT Customer electing security monitoring services or

Electronic Event Detection Services from an entity other than ADT is in the initial three (3) year term of such customer's ADT Residential Services Contract; Elephant Group shall install the necessary screening protocol on any of its domains or urls to ensure compliancy herewith.

11.2 That Elephant Group shall not take any actions intended to, or having the effect of, adversely affecting ADT's, or its Affiliates', relationships with any ADT Customer. This Section 11.2 shall not apply:

11.2.1 so long as this Agreement is in effect, after December 31, 2008 Elephant Group may market security monitoring services on <http://www.homes.org> or any other domain owned by Elephant Group;

11.2.2 so long as this Agreement is in effect, to any ADT Customer that elects security monitoring or Electronic Event Detection Services through <http://www.homes.org> or any other domain owned by Elephant Group shall not cause Elephant Group to be a violation of Section 11 of this Agreement, provided such ADT customer is beyond the initial three (3) year term of their ADT Residential Services Contract.

11.2.2.1 Elephant Group shall use its bests efforts to ensure that no ADT Customer electing security monitoring services or Electronic Event Detection Services from an entity other than ADT is in the initial three (3) year term of such customer's ADT Residential Services Contract; Elephant Group shall install the necessary screening protocol on any of its domains or urls to ensure compliancy herewith

13. Audit Rights. ADT shall have the right upon 24 hours prior written notice, to send an employee or agent to Elephant Group offices to inspect Elephant Group marketing activities to the extent reasonably necessary to verify compliance of Elephant Group's obligations pertaining to the marketing of ADT Product and Services under this Agreement. Such inspections shall be conducted by ADT during Elephant Group normal business hours and in a reasonable manner without undue burden on the conduct of Elephant Group business.

One-time per contract-year upon at least thirty (30) days' prior written notice to ADT, Elephant Group shall have the right, to send an employee to ADT offices, as determined by ADT, to inspect ADT records to the extent reasonably necessary to verify compliance of ADT's obligations pertaining to the payment of Commissions under this Agreement for the one year prior period. All such records shall be treated as ADT Confidential Information pursuant to the Agreement. Such inspections shall be conducted by Elephant Group during ADT's normal business hours and in a reasonable manner without undue burden on the conduct of ADT business. Such audit will be at the expense of Elephant Group,

unless any audit shows an underpayment to Elephant Group for the audit period of ten percent (10%) or more, in which case ADT shall pay the reasonable expenses of such audit.

14. Representations and Warranties. Each party represents and warrants to the other that: (a) it is duly qualified and licensed to do business and to carry out its obligations under this Agreement; (b) the making of this Agreement and the delivery of the Program as contemplated by this Agreement does not violate any law or regulation to which it is subject; (c) it will comply with all applicable federal, state, and local rules and regulations in fulfilling its obligations under this Agreement; and (d) neither its execution and delivery of this Agreement nor its performance of this Agreement is a violation on its part of any contract, indenture or other agreement or relationship to which it is a party or by which it is bound.

15. Entire Agreement. This Agreement constitutes the entire Agreement between Elephant Group and ADT with respect to the subject matter hereof and may be amended only by writing duly executed by ADT and Elephant Group.

16. Waivers. No failure by either party to exercise, or any delay by either party in exercising its rights, and no course of dealing with respect to any right of such party of any obligation of the other party to this Agreement, shall operate as a waiver thereof, unless and only to the extent agreed to in writing by both parties. Any single or partial waiver by either party of any obligation to the other party under this Agreement shall constitute a waiver of such obligation only as specified in such waiver of any other obligation.

17. Assignment. Elephant Group's duties and obligations under this Agreement are personal to Elephant Group, and neither Elephant Group's interest herein nor any portion of it shall be transferred or assigned (by operation of law or otherwise) by Elephant Group, without the prior express written consent of ADT. For purposes hereof, an assignment shall include any change in control of Elephant Group and any merger, consolidation, exchange of shares or other interest in Elephant Group, transfer of assets or dissolution of Elephant Group. Elephant Group shall not be entitled to designate any other party to act as the Elephant Group hereunder or to exercise any of the rights granted to Elephant Group hereunder. Any attempted assignment as defined herein shall be void and unenforceable and the purported assignee shall have no enforceable rights under this Agreement.

Should Elephant Group attempt to assign, delegate, contract to any third party any of its duties or obligations under this Agreement or any portion thereof, all the terms and conditions hereof, including but not limited to the Telemarketing, Emailing, Privacy, and Security provisions shall apply to the assignee with the same force and effect as they do to Elephant Group as the signatory party hereto.

ADT and its Affiliates may, without the consent of Elephant Group, assign or

transfer any or all of their interests herein, including their interests in, or right to receive, the Referrals or Leads. Elephant Group further acknowledges that upon any assignment or transfer, ADT Security Services, Inc., will automatically be released from its obligations under this Agreement and the affiliate of ADT Security Services, Inc., or other party to which this Agreement will be assigned or transferred will automatically become the contracting party in place of ADT Security Services, Inc., and will alone be responsible for the performance of this Agreement in each case as from the date of the assignment or transfer.

Elephant Group shall, at the cost and expense of ADT Security Services, Inc., execute and do (or procure to be executed and done by any other necessary party) all such acts or things (if any) as ADT Security Services, Inc., may reasonably require in order to give effect to any assignment or transfer.

18. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, by a nationally recognized air courier service, or through the United States Postal Services, first class certified mail, return receipt requested, postage pre-paid and addressed to:

If to Elephant Group, to:

Elephant Group
3303 West Commercial Blvd.,
Ft. Lauderdale, FL 33309
Attention: General Manager – Elephant Group

And if to ADT:

ADT Security Services, Inc.
14200 East Exposition Avenue
Aurora, Colorado 80012
Attention: Vice President-Dealer Development
Telefax: 303-306-5687

With a copy to:

Legal Department
ADT Security Services, Inc.
One Town Center Road
Boca Raton, FL 33486
Attention: General Counsel
Phone: (561) 988-3600
Telefax: (561) 988-3892

or to any other such person or persons whom either party may designate in writing at any time or from time to time.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Colorado applicable to agreements wholly executed and wholly performed therein. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall only be brought in a court of competent jurisdiction located in Arapahoe County, Colorado, unless the matter shall arise under exclusive federal jurisdiction, in which case it shall be brought in the U.S. District Court for the District of Colorado. Elephant Group hereby irrevocably consents to the in-person jurisdiction of such courts for purposes of any such action or proceeding, and Elephant Group further agrees hereby to waive the procedures for service of process set forth in Rule 4 of the Colorado Rules of Civil Procedure and hereby agrees and consent that service of process via reputable courier at the addresses set forth in the "Notice" section above shall be deemed personal service sufficient for all purposes including service of process pursuant to Rule 4 of the Colorado Rules of Civil Procedure.

20. Severability. In the event any provision hereof shall be found unenforceable or invalid under any such law, rule or regulation, the same shall not affect the remaining provisions of this Agreement, provided no injustice shall be created thereby, and to this end the provisions hereof are intended to be and shall be severable. In the event of such injustice the parties shall confer in good faith to ameliorate the injustice by appropriate means.

21. Consents. Where the consent or approval of any party is required hereunder, such consent or approval shall be deemed to have been duly given in writing by any one of the following representatives of such party or such other representative as such party may designate from time to time:

If from ADT: ADT VP CMO Marketing or VP of Residential Sales

If from Elephant Group: General Manager – Elephant Group

22. No Publicity. Neither party may issue or release any press release, promotional material, announcement or other statement relating to the Agreement or the terms of this Agreement without the prior written consent of the other party, which consent shall be given or withheld by the exercise of such party's sole discretion. Neither party will use the other party's trademark(s), brand name or any other reference to the other party in any manner to outbid and/or out position the other party in the Sponsored Links/PPC on all search engines, including Google, Yahoo and MSN, without the other party's prior written approval.

23. Telemarketing and Emailing

A. No Unsolicited Telemarketing Services. The activities contemplated in this Agreement do not include any unsolicited Telemarketing Services. Telemarketing Services shall include any internet chat, internet phone calls, cable or cellular phone calls, direct mailing, or other communications with customers, consumers, and prospective customers. Under no circumstances will Elephant Group make any unsolicited outbound telephone calls as part of a plan, program or campaign directly or indirectly through telemarketing agents or others on behalf of ADT to any person, including but not limited to ADT Customers or Leads. Elephant Group may, conduct authorized Telemarketing Services promoting ADT or ADT Dealer products and services. These Telemarketing Services will be confined exclusively to responding by telephone to consumer inquiries regarding ADT or ADT Dealer goods or services received via internet, telephone, e-mail, or other electronic means, provided that Elephant Group agrees to the following:

1. **Telemarketing Compliance:** Elephant Group agrees that it will fully comply with all applicable laws, rules and regulations of the jurisdictions from and into which Elephant Group places calls. For calls placed to U.S. consumers, Elephant Group agrees that it will fully comply with the federal Telephone Consumer Protection Act ("TCPA"), all rules and official guidance promulgated by the Federal Communications Commission ("FCC") pursuant to the TCPA, the federal Telemarketing and Consumer Fraud and Abuse Prevention Act ("TCFAPA"), the Telemarketing Sales Rule ("TSR"), and official guidance promulgated by the Federal Trade Commission ("FTC") and all other applicable federal, state, and local laws and regulations (hereinafter, "Telemarketing Law"). Without limiting the foregoing, Elephant Group agrees that it will refrain from: calling any residential consumer before the hour of 8 a.m. or after 9 p.m. in the consumer's time zone. In states with more restrictive call curfew laws and regulations Elephant Group must adhere to both the federal and state restrictions. Elephant Group may not use prerecorded messages in connection with Telemarketing Services on ADT's behalf without prior written approval from ADT. Elephant Group may not use an automatic dialing device or a prerecorded voice to call: any emergency line of a hospital, medical or health care facility, poison control center, or fire protection agency, or law enforcement agency, any telephone line of any guest or patient room of a hospital, health care facility, elderly home, or similar establishment, or to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other common carrier service or any service for which the called party is charged for the call. These restrictions will not apply to a call made for emergency purposes or made with the prior express consent of the called party.

Prior to engaging in Telemarketing Services, Elephant Group shall complete Exhibit E ("ADT Due Diligence Request for Information") to this Amendment and provide documentary evidence satisfactory to ADT that Elephant Group has established and

actively enforces policies and procedures for compliance with Telemarketing Law. Elephant Group also agrees to allow ADT to ensure compliance with this Agreement via either direct or third-party monitoring of Elephant Group's Telemarketing Services.

In addition, without limiting the foregoing, Elephant Group agrees that it will comply with Subsection 1.a., below, unless Elephant Group notifies ADT in writing upon execution of this Agreement of Elephant Group's choice to comply with Subsection 1.b., below, by Elephant Group placing its initials below Subsection 1.b., and Elephant Group will comply with the requirements associated with such choice as set forth below:

a. Telephone calls in response to consumer inquiries will only be made **within seven (7) days** of receiving the initial consumer inquiry.

i. At the conclusion of the seven (7) day period Elephant Group will cease calling the consumer and only maintain records on said consumer for the purpose of fulfilling Elephant Group's obligations under this Agreement or as required by law;

Elephant Group's Initials

OR

b. Telephone calls in response to consumer inquiries will only be made **AFTER** "scrubbing" the consumer's phone number against ADT's internal Do-Not-Call list, via a method specified by ADT, and Elephant Group's Do-Not-Call list if not Elephant Group's list is not shared with ADT.

i. Prior to making any telephone calls, Elephant Group will scrub all telephone numbers for which outbound phone calls will be made on behalf of ADT against the ADT internal Do-Not-Call list at least **once every week** and, on the **same day** of each week during the **90-day calling period** referred to below.

ii. If during this weekly scrubbing of telephone numbers a consumer's telephone number is found to be on the ADT internal Do-Not-Call list, Elephant Group will remove the consumer's telephone number from its call list and **immediately stop calling that consumer, regardless of the number of days since the initial consumer inquiry.**

iii. **As required by federal and state laws and regulations, all calls by Elephant Group in response to consumer inquiries will cease ninety (90) days after the date of the consumer's initial**

inquiry;

DPM

Elephant Group's Initials

AND

c. Elephant Group will immediately stop calling a consumer upon that consumer's request for either Elephant Group or "ADT" to stop calling the consumer, regardless of whether the seven (7) or ninety (90) - day periods have expired, and only maintain records on said consumer for the purpose of fulfilling Elephant Group's obligations under this Agreement or as required by law.

d. Elephant Group will submit to ADT within five (5) business days of Elephant Group's receipt, in a form and method specified by ADT, the name and contact information for any consumer that requests to no longer receive phone calls regarding ADT's goods or services so that the consumer's name may be placed on ADT's internal Do-Not-Call list;

i. Elephant Group will add any such consumer to Elephant Group's internal Do-Not-Call list within the same five (5) business day period.

e. Upon ADT's request, Elephant Group will promptly provide:

i. any outbound call list or dialer records of calls placed by Elephant Group within the preceding twenty-four (24) months;

ii. a full list of outbound telephone numbers that will be, are being, or were used by Elephant Group to place outbound telemarketing calls; and

iii. an explanation of the transparency of the caller's number displayed to consumers' by any caller identification device.

iv. any other information required by ADT in any manner relating to Elephant Group's Telemarketing Services.

f. Elephant Group must purge from any call lists that it uses to place outbound telemarketing calls any telephone number that ADT so provides for purging, regardless of the source of the list. Elephant Group will conduct such purges as requested by ADT immediately before each list is

used to place calls, as well as on an ongoing basis. Elephant Group will treat ADT's Internal Do-Not-Call List and any other data or lists furnished by ADT as ADT Confidential Information and will not (and will not allow others to) sell, remarket, or use the telephone numbers on ADT's purge list(s), Do-Not-Call List, or any other data or list furnished or maintained by ADT for any reason other than to comply with this Agreement and the Telemarketing Law.

g. Upon ADT's request, Elephant Group will promptly provide documentary proof of its and its telemarketing agents' compliance with all Telemarketing Law and the terms of this Agreement.

h. If, at any time, Elephant Group or its telemarketing agents discover that its Do-Not-Call compliance procedures are not functioning as required by Telemarketing Law or the terms of this Agreement, Elephant Group shall so notify ADT in writing and shall take immediate steps to remedy the problem(s).

2. Recordkeeping. Elephant Group agrees that it will generate, keep and maintain all records required by the Telemarketing Law and the terms of this Agreement. Without limiting the foregoing, Elephant Group agrees that it will keep in a manner that will allow for prompt access, for a period of six (6) years from the date the record is produced, the following records:

- a. The date any consumer requested a return phone call from Elephant Group or "ADT."
- b. A record of Do-Not-Call requests made by consumers and a record of that request being forwarded to ADT.
- c. The legal name, any other names used, the last known home address and telephone number, and the job title(s) for all current and former employees directly involved in making any outbound telephone calls to consumers or any telephone promotions or sales.
- d. All outbound call lists and dialer records of all outbound calls placed by Elephant Group.
- e. The names and addresses of any list providers.

3. Prohibition on Use of ADT name. Elephant Group agrees that it shall not represent itself as ADT and shall not claim any affiliation with ADT whether directly or indirectly, in any form of telemarketing. Notwithstanding the foregoing, Elephant Group is permitted to state that Elephant Group is promoting its and, if permitted under this Agreement, ADT's products/services. In addition, Elephant Group agrees that it will use a script for all oral, live, or telephonic Telemarketing Services provided by Elephant Group for ADT's benefit and will provide to ADT, for ADT's review and approval, any script to be used by Elephant Group in which ADT's products/services will be promoted ten (10) business days before any such calls are made. Notwithstanding the foregoing,

Elephant Group may not commence Telemarketing Services without prior written authorization from ADT and ADT's failure to respond to Elephant Group's request for such authorization shall not constitute approval under any circumstances.

In addition, Elephant Group, within the three (3) months immediately preceding the date of a consumer inquiry regarding ADT goods or services, whether received via internet, telephone, e-mail, or other electronic means, must inform the consumer on the Elephant Group's website or other media, BEFORE the consumer has given their telephone number to the Elephant Group:

- that the consumer may receive telephone calls,
- the maximum number of sellers that may call the consumers,
- on whose behalf the consumer will be called ("On the specific Dealer's" behalf for Dealer Side); and
- ensure the number of sellers does not exceed the number given above.

B. E-MAIL MARKETING SERVICES. Provided Elephant Group has received written authorization from ADT to conduct E-Mail Marketing Services promoting ADT or ADT Dealer products and services, Elephant Group may provide E-Mail Marketing Services advertising, promoting, or marketing ADT or ADT Dealer products and services ("Commercial E-Mail") in accordance with the terms of this Agreement. E-Mail Marketing Services shall include any email, web portal, internet link, internet chat, direct mailing or other communications with customers, consumers, and prospective customers. Elephant Group represents and warrants that it will fully comply with all applicable laws, rules and regulations of the jurisdictions from and into which Elephant Group transmits Commercial E-Mail. Without limiting the generality of the foregoing, Elephant Group represents and warrants that, for Commercial E-mail delivered to U.S. residents, it will fully comply with the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN SPAM Act"), all rules and official guidance promulgated by the Federal Trade Commission ("FTC") pursuant to the CAN SPAM Act, the Federal Communications Commission's ("FCC") rules and orders regulating the transmission of commercial e-mail to wireless devices, and all other applicable federal, state and local laws and regulations. In addition, without limiting the foregoing, Elephant Group agrees that it will comply with the following requirements:

1. Address List.

a. Elephant Group shall take commercially reasonable efforts to ensure that the e-mail addresses on the list(s) to which it will transmit Commercial E-Mail (each, a "List") have been filtered to remove duplicate addresses, undeliverable or otherwise "bounced" addresses and those that appear to be invalid.

b. Elephant Group shall not send Commercial E-Mail to persons whose e-mail addresses were gathered in any automated process, harvesting or

screen scraping, or as the result of randomly generated combinations of characters.

c. Subject to subsection (i) of this Section B(1)(c), Elephant Group agrees that, prior to transmitting any Commercial E-Mail to the List, it will scrub the List against any list that ADT provides for purging (the "ADT Suppression List"), in the manner specified by ADT, which may change from time to time. Elephant Group will conduct such purges at the last possible, commercially reasonable moment, but not more than twenty-four (24) hours before the List or any member thereof is sent a Commercial E-Mail. Elephant Group will not transmit a Commercial E-Mail to any address on the ADT Suppression List.

i. If Elephant Group transmits a Commercial E-Mail in response to a recipient's specific request to receive information about ADT goods or services by e-mail, whether such request is received via U.S. Postal Service, overnight service, or other method of collecting express written consent, Internet, telephone, e-mail, or other electronic means (an "Opt-in"), then Elephant Group may send such e-mail without first scrubbing the recipient's e-mail address against the ADT Suppression List, as long as Elephant Group sends the e-mail within seven (7) days of the date the recipient communicated such request to receive information. If Elephant Group does not respond within seven (7) days of the request, it must scrub the recipient's e-mail address against the ADT Suppression List and against the Elephant Group's Do-Not-Email List prior to transmitting a Commercial E-Mail to the recipient, in the manner specified by ADT, which may change from time to time. Elephant Group will conduct such scrubbing at the last possible, commercially reasonable moment, but not more than twenty-four (24) hours before sending the Commercial E-Mail. If the recipient's e-mail address is on the ADT Suppression List or on the Elephant Group's Do Not Email List, then Elephant Group will not transmit a Commercial E-Mail to it after the seven (7) period discussed above.

ii. The fact that Elephant Group is not required to scrub an e-mail address against the ADT Suppression List and against the Elephant Group's Do Not Email List in accordance with subsection (1c), above, will not relieve Elephant Group of its obligation to comply with the remaining sections of this Agreement or any applicable law.

d. Elephant Group will not (and will not allow others to) sell, remarket, disclose or use the ADT Suppression List or the e-mail address of any person who has opted out of receiving e-mail promoting ADT for any reason other than to comply with this Agreement and the law.

e. Elephant Group will use due care in connection with the ADT

Suppression List, including following its own security policies and procedures, which Elephant Group represents as complying with applicable laws, rules and regulations and being no less rigorous than accepted practices in the industry. Elephant Group's policies and procedures to maintain the security, confidentiality and integrity of the ADT Suppression List will be consistent with FTC guidance regarding the safeguarding of personal information and with any other applicable laws, rules and regulations. Elephant Group will immediately report to ADT, and cooperate with ADT in investigating, all actual and suspected breaches, lapses or vulnerabilities. Elephant Group will also take immediate steps to remedy any such breach, lapse or vulnerability. Upon the termination or expiration of this Agreement or an applicable work order, Elephant Group will cease using the ADT Suppression List and will promptly return or destroy all copies of it in its possession or control.

f. For each List (including, without limitation, lists provided to Elephant Group by a third party), Elephant Group will promptly provide ADT, upon ADT's request, a written explanation of the source of the email addresses. For each e-mail address received in connection with a specific request to receive information about ADT goods or services by e-mail, Elephant Group will promptly provide ADT, upon ADT's request, a written explanation of: (i) the source of the e-mail address and the method by which the e-mail recipient asked to receive Commercial E-Mail; and (ii) if applicable, the opt-in and/or opt-out process such e-mail recipient had and has, and the attendant privacy policy, as well as what made such process and policy clear and conspicuous to the consumer.

g. Whether a List was compiled by Elephant Group or by a third party, Elephant Group represents and warrants that: (i) it has full right, title and interest in the List, or has a valid license to use the same, and may lawfully use it in accordance with the terms of this Agreement; (ii) its use of the List in accordance with this Agreement will not violate the rights of any third party; and (iii) all email addresses on the List were collected in accordance with all applicable laws, rules and regulations, and Elephant Group's transmission of Commercial E-Mail to any such address will not violate: (A) any privacy policy applicable to the List or any record contained therein; (B) any representation made to any such individual by Elephant Group or any other party that initially collected the records contained in the List; (C) any request by any such individual not to receive email from Elephant Group; or (D) any applicable law, rule or regulation.

2. Transmission.

a. Elephant Group shall not send Commercial E-Mail through open proxies, from e-mail or Internet Protocol ("IP") addresses registered through fraud or false pretenses, through any means in violation of an Internet Service

Provider's ("ISP") policies or which would constitute abusive e-mail transmission practices as determined by ADT in its sole discretion .

b. Elephant Group shall include complete and accurate transmission and header information in each e-mail, as well as a "from" line that accurately identifies Elephant Group as the initiator of the message.

c. Upon ADT's request, Elephant Group shall promptly provide a full list of domain names, routing information and IP addresses that will be, are being or were used to send Commercial E-Mail. In addition, upon ADT's request, Elephant Group shall promptly provide a written explanation of the transparency of the return domain names and all other information that permits e-mail recipients to identify e-mail senders. If at any time Elephant Group's or a List owner's IP addresses or domain names are mass-blocked or blacklisted, Elephant Group will inform ADT immediately in writing.

3. Content.

a. Elephant Group must obtain ADT's written approval of its proposed Commercial E-Mail campaign and message (including the subject and from lines) at least ten (10) business days in advance of the proposed mailing. Elephant Group shall seek such approval in the manner specified by ADT, which may change from time to time. Elephant Group shall not transmit any Commercial E-Mail that has not been approved by ADT in writing. Elephant Group agrees that ADT's review of any e-mail campaign or message shall not relieve Elephant Group of its responsibility to ensure compliance with all applicable laws, rules and regulations.

b. Each message must be truthful, not misleading and capable of substantiation.

c. The subject line must accurately reflect the content of the message.

d. Elephant Group must clearly disclose that each Commercial E-Mail is an advertisement.

e. Elephant Group must clearly and conspicuously state its true name and valid postal address in the body of the e-mail.

4. Opt-Out Mechanism and Compliance. Elephant Group must include in each Commercial E-Mail a clear and conspicuous explanation of how the recipient may opt out of receiving future emails promoting ADT, including a valid e-mail address monitored by Elephant Group or a hyperlink that the recipient may use to do so. Elephant Group shall also incorporate any opt-out hyperlinks required by ADT. If Elephant Group uses a hyperlink, it must allow recipients to opt out by clicking to a single web page and providing only the recipient's e-mail address. Elephant Group's e-mail address or hyperlink must remain capable of receiving opt-out requests for at least

thirty (30) days after the e-mail is sent. Elephant Group must process opt-out requests within ten (10) business days of receipt (or any other timeframe established in the future by the Federal Trade Commission). Elephant Group must not send a Commercial E-Mail to any person who has opted out of such receipt. Elephant Group must relay each opt-out request to ADT within one (1) business day of receiving it, in the manner specified by ADT, which may change from time to time.

5. **Monitoring: By ADT.** Elephant Group agrees that ADT may, in its discretion, monitor Elephant Group's e-mailing activities under this Agreement. Without limitation, ADT may do so through the use of a third-party monitoring service.

6. **Monitoring: By Elephant Group.** Elephant Group agrees that it will implement reasonable procedures to ensure, on an ongoing basis, that its unsubscribe capabilities function in accordance with the requirements of the law and this Agreement. Without limiting the foregoing, this means that Elephant Group shall, at a minimum, do the following: (i) establish e-mail accounts with at least five (5) major private e-mail account providers, including Hotmail, Yahoo, AOL, Lycos and Google, and add such addresses to the lists to which Elephant Group transmits Commercial E-Mail; (ii) for each such address, use the unsubscribe mechanism contained in the e-mail to opt out of future e-mails; and (iii) repeat this procedure on a regular basis, at least once every two (2) weeks for the term of this Agreement. If, at any time, Elephant Group's monitoring reveals that its unsubscribe procedures are not functioning as required, Elephant Group will immediately notify ADT in writing and take immediate steps to remedy the problem.

7. **Recordkeeping and Compliance.** Elephant Group agrees that it will keep and maintain all records required by law and this Agreement. Without limiting the foregoing, Elephant Group agrees that it will keep, for a period of ten (10) years from the date the record is produced, the following records: (a) details of each Commercial E-Mail campaign, including the List(s) used, the content of the message, the subject and from lines, and the date(s) of transmission; (b) if applicable, the date any individual requested an e-mail communication from Elephant Group or "ADT"; (c) a record of unsubscribe requests made by recipients and a record of those requests' being forwarded by Elephant Group to ADT; (d) the legal name, any other names used, the last known home address and telephone number, and the job title(s) for all current and former employees directly involved in transmitting Commercial E-Mail; and (e) the names and addresses of any e-mail marketing vendors used by Elephant Group to transmit Commercial E-Mail. Upon ADT's request, Elephant Group will promptly provide proof of its and its e-mail marketing agents' compliance with applicable law and the terms of this Agreement.

8. **No Representation as ADT; Permitted Uses of ADT name.** Elephant Group agrees that it shall not represent itself as ADT and shall not claim any affiliation with ADT whether directly or indirectly, in any Commercial E-Mail. Notwithstanding the foregoing, Elephant Group is permitted to state that Elephant Group is promoting its

and, if permitted under this Agreement, ADT's products/services. ADT's trademarks, service marks, trade or company names, product and service identifications, logos, artwork and other symbols and devices associated with ADT's products and services (the "ADT Marks") are and shall remain ADT's property. ADT, through permission granted from ADT Services AG, Schaffhausen, Switzerland, the owner and licensor of the ADT Marks, grants to Elephant Group a limited, revocable, non-exclusive, nonassignable, nontransferable, royalty-free license to use the ADT Marks, solely in accordance with the terms of this Agreement. ADT may revoke Elephant Group's license at any time by giving Elephant Group written notice. All uses by Elephant Group of ADT's Marks shall inure solely to the benefit of ADT.

C. ADT CUSTOMER LEAD CONTACT INFORMATION/CREATIVE MATERIALS

1. Ownership, Protection, and Use of Lead Source Data and ADT Customer Lead Contact Information.

a. **Lead Source Data.** Elephant Group's efforts on ADT's behalf will result in the generation of Referrals and Leads (referred to collectively in this section as Leads). Additionally, information will be generated by Elephant Group concerning only the source and means whereby a Lead was identified and other non-identifying data related to the Leads ("**Source Data**"). ADT acknowledges and agrees that Elephant Group shall have sole ownership of any Source Data, excluding Promotion Code information that is assigned by ADT or by Elephant Group at ADT's direction and Elephant Group shall provide ADT with the name of the entity who provided the ADT Customer Lead Contact Information, if any.

b. **ADT Customer Contact Information.** - Elephant Group shall have no ownership interest in or to any personal contact information, including but not limited to the name, address, telephone numbers, credit card information or other personal identifying data related to any Leads, Referrals, and Non-Covered Leads ("**ADT Customer Lead Contact Information**") and such ADT Customer Lead Contact Information shall be owned solely by ADT. Elephant Group will collect, receive, process, store and maintain the ADT Customer Lead Contact Information in accordance with Elephant Group's then-current data security policies and procedures, the confidentiality requirements of this Agreement, all applicable laws and will take commercially reasonable steps to insure the security and confidentiality of such ADT Customer Lead Contact Information, including such steps as set forth below. Elephant Group shall properly and pursuant to all applicable laws purge its data processing systems of and dispose of all ADT Customer Lead Contact Information within five (5) calendar days after such ADT Customer Lead Contact Information has been provided to ADT by Elephant Group, subject to those requirements for maintaining records pursuant to Section A. 2. "Recordkeeping" for telemarketing and Section B. 7. "Recordkeeping and Compliance" for email marketing. Notwithstanding these purging requirements, Elephant Group may retain the customer's name, address, and phone number or email

address, as applicable, to verify amounts owed for lead generating services provided by Elephant Group only for as long as necessary for such verification, but in no event longer than six (6) months after such ADT Customer Lead Contact Information has been provided to ADT by Elephant Group. Notwithstanding the foregoing, nothing in this Agreement prohibits, limits or precludes Elephant Group's ownership of customer data related to a customer's purchase of other products and services – i.e., non Electronic Event Detection Services or security monitoring services – from Elephant Group.

2. **Security Requirements.** In general, Elephant Group will maintain and enforce safety and physical security procedures with respect to its access and maintenance of ADT Customer Lead Contact Information that are (a) at least equal to industry standards for such types of locations, (b) in compliance with applicable law and any additional requirements as may be reasonably required by ADT including the ADT IT Requirements attached hereto as Exhibit D, and (c) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of ADT Customer Lead Contact Information and all other data owned by ADT and accessible by Elephant Group under this Agreement. Without limiting the generality of the foregoing, Elephant Group will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Elephant Group systems or the information found therein without the consent of ADT. Elephant Group will periodically test its systems for potential areas where security could be breached. Elephant Group will report to ADT immediately at the ADT Helpdesk (Telephone number: 877-ADT-HELP) and the ADT contact person named in this Contract any breaches of security or unauthorized access to Elephant Group systems that Elephant Group detects or becomes aware of. Elephant Group will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to ADT a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting ADT Customer Lead Contact Information.

a. **Storage of ADT Customer Lead Contact Information.** All ADT Customer Lead Contact Information must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, Elephant Group will maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Elephant Group will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., firewalls, segmentation, encryption, password protection of applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system backup.

b. **Security Audits.** During the Term, ADT or a third party designee may, but is not obligated to, perform audits of Elephant Group's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use or retention of ADT Customer Lead Contact Information or other ADT owned data. Any of ADT's regulators shall have the same right upon request. Elephant Group agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. ADT shall also have the right to check Elephant Group's List against ADT's ADT Customer Lead Contact Information to ensure Elephant Group's compliance with the terms of this Agreement.

c. **Unauthorized Access.** In the course of performing its obligations under this Agreement as amended, Elephant Group shall not access, and shall not permit its personnel, or entities within its control to access ADT's systems or data without ADT's express written authorization. Such written authorization may subsequently be revoked by ADT at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by ADT. All connectivity or attempted connectivity to ADT's systems shall be only through ADT's security gateways and/or firewalls, and in conformity with applicable ADT security policies and as authorized by ADT.

d. **Transmission of Sensitive ADT Customer Lead Contact Information.** Any transmission of data from Elephant Group to ADT that includes any information other than the name and telephone number of an ADT Customer Information Lead Contact (including without limitation, bank or other financial data, or sensitive information, such as street address or Social Security Number, of an ADT Customer Lead Contact) shall comply with industry recognized encryption standards (e.g., SSL or SET), at a minimum 128-bit Triple DES encryption, excluding normal e-mail activities between the parties as long as the emails do not contain sensitive ADT Customer Lead Contact information. Any Elephant Group web site connections, and associated pages/applications, that provide access to ADT Customer Lead Contact Information, shall employ 128-bit SSL encryption, shall not use persistent cookies that contain information about the user or using organization (session cookies may be used), and shall not use any cookies or other methods to track user activity after leaving the web site. Elephant Group Information Processing Systems, if used to exchange or access ADT Customer Lead Contact Information, shall not save or record ADT user IP addresses, e-mail addresses, or other corporate identifiers for purposes outside the scope of this Agreement.

3. **Compliance with Privacy Policy, Laws, and Regulations.** Elephant Group represents and warrants that at all times during and after the Term it shall use, handle, collect, maintain, and safeguard ADT Customer Lead Contact Information in accordance with a Privacy Policy, acceptable to ADT, and all applicable state and federal consumer privacy laws, and rules (collectively, "Privacy Rules") which may be in

effect during the term of this Agreement as it concerns the subject matter of this Agreement. Elephant Group further acknowledges that it alone is responsible for understanding and complying with its obligations under the Privacy Rules. In the event any breach of the security, confidentiality, or privacy of the ADT Customer Lead Contact Information requires notification to any party under any of the Privacy Rules, ADT shall have sole control over the timing, content, and method of such notification and Elephant Group shall reimburse ADT for its out-of-pocket costs in providing the notification.

If Elephant Group is securing credit card information, Elephant Group shall limit information obtained from the ADT Customer Lead Contact(s) to the following: credit card type, cardholder name, credit score, credit card number and expiration date. Elephant Group shall provide this credit card information to ADT through encrypted and secure transmission means. Elephant Group shall be responsible for complying with all information security practices promulgated by Federal, State, and municipal laws, regulations, and statutes pertaining to the acquisition, handling, and disposition of all such credit card information, and also by industry associations, including, but not limited to, the standards of the Payment Card Industry (PCI) Data Security Standard. Elephant Group shall indemnify, defend, and hold ADT harmless from any failure to comply with the requirements stated in this Section 3. Elephant Group shall immediately notify ADT of any security breaches or incidents affecting the security of the credit card information provided by Elephant Group to ADT and provide ADT with all information pertaining to same as requested by ADT.

4. Creative Materials.

a. Creative Materials. As used in the Agreement, the term "Creative Materials" shall refer to any creative artwork (e.g., camera and web ready artwork), promotional offers (including rebates, discounts, or other promotions), or any other materials provided by ADT to Elephant Group for the purpose of creating marketing materials to be used by Elephant Group, including but not limited to buck-slips, bill inserts, Web banner promotions, and other similar communications. All Creative Materials shall be owned exclusively by ADT. Elephant Group shall not modify the Creative Materials in any way without the prior written permission of ADT.

b. Return of Creative Materials. Upon written demand, ADT may at any time in its sole discretion, require Elephant Group to return all copies of ADT's Creative Materials in its possession. Elephant Group shall comply with such requests within a reasonable time after receipt of the written demand. In the event of termination of the Agreement for any reason, and without the need for a written demand, Elephant Group shall immediately return all copies of Creative Materials in its possession or control to ADT.

D. Consumer Complaints. Elephant Group will forward an accurate written summary of each oral complaint, that it receives from an individual to whom it has telemarketed

on behalf of ADT or to whom it has sent a Commercial E-Mail, to ADT within two (2) business days of its receipt of such complaint. Elephant Group will forward all written complaints and correspondence, that it receives from an individual to whom it has telemarketed on behalf of ADT or sent a Commercial E-Mail, to ADT within two (2) business days of its receipt of such complaint or correspondence. "Complaint" shall mean any communication that expresses, in any way, dissatisfaction with Elephant Group's telemarketing or Commercial E-Mail or confusion with respect to why the call or e-mail was received, regardless of whether or not Elephant Group believes that it has resolved the complaint. Elephant Group shall submit all complaints and correspondence required under this section to ADT in a form and manner specified by ADT, which may change from time to time. If any litigation is initiated against Elephant Group for its Telemarketing Services or its E-Mail Marketing Services on behalf of ADT, Elephant Group shall immediately (within 24 hours of service) notify the ADT Contacts provided in paragraph 18 above.

E. Regulatory Inquiries. Elephant Group will notify ADT immediately (within 24 hours of service or inquiry) in writing of any investigation, litigation, arbitrated matter, claim or other dispute relating to Elephant Group's telemarketing or e-mail marketing operations or information security or privacy practices.

F. Indemnity In addition to any other indemnification provisions in the Agreement or this Amendment, Elephant Group agrees to indemnify, defend and hold ADT harmless from and against any claims, actions, proceedings and damages, including reasonable attorney's fees and costs, and all monetary penalties or costs imposed upon ADT arising out of Elephant Group's breach of the provisions set forth in Sections A and B, hereinabove. In the event of any actual or impending breach of these provisions, the parties agree that ADT will suffer irreparable harm and any award of monetary damages to ADT will be impossible to calculate and therefore be an inadequate remedy. Accordingly, the parties agree that ADT shall be entitled to temporary and permanent injunctive relief against Elephant Group, its employees, officers, directors, agents, representatives or independent contractor, and the other rights and remedies to which ADT may be entitled to at law, in equity and under this Agreement.


G. Violation of Telemarketing or E-Mail Marketing Compliance / ADT Customer Lead Contact Information Security Requirements. An alleged violation of the Telemarketing Compliance, the sections of this Agreement relating to the transmission of Commercial E-Mail or ADT Customer Lead Contact Information Security Requirements by Elephant Group or its agent, whether generated by a complaint from a consumer, ADT, a regulatory body or government entity, shall require Elephant Group to investigate the alleged violation and provide to ADT in writing, within one (1) week of the complaint, the result of the investigation. If ADT determines upon review of Elephant Group's investigation results that the alleged violation has not been resolved, ADT may require Elephant Group to immediately cease all telemarketing, e-mail marketing and/ or lead generation activities pending review by ADT of the Elephant Group's Telemarketing, E-Mail Marketing and/or Lead Generation Program and the

establishment of processes and procedures to confirm compliance by Elephant Group. A violation of the Telemarketing Compliance, E-Mail Marketing and/ or ADT Customer Lead Contact Information Security Requirements by Elephant Group may, in ADT's sole and absolute discretion, be deemed a material breach of contract requiring immediate cessation of all telemarketing, e-mail marketing and/or lead generation activities, cessation of payment for leads and termination of this Agreement.

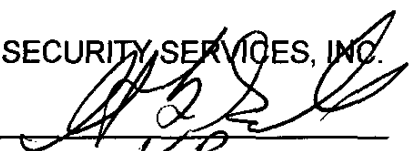
24. **ADT Dealers** - Elephant Group acknowledges and agrees that ADT Dealers are independent contractors in their relationship to ADT and ADT is not a party to and assumes no obligations of and no liability for any lead referral, affinity or any other such agreement or relationship of any kind entered into between an ADT Dealer and Elephant Group including, but not limited to any payments required as compensation to Elephant Group under this Agreement and the Commissions owed Elephant Group by ADT Authorized Dealers. Elephant Group acknowledges, affirms, and agrees that each ADT Dealer exists as a completely separate, independent legal entity, separate and apart from ADT. No Dealer is directly or indirectly, affiliated with, owned by, or otherwise controlled by ADT, in whole or in part. ADT does not purport to bind any ADT Dealer to the terms of any agreement with Elephant Group, and ADT has executed this Agreement solely on ADT's own behalf and not on behalf of any ADT Dealer. Elephant Group shall be solely responsible for any and all agreements between itself and ADT Dealers pertaining to the Leads and ADT shall have no liability or responsibility whatsoever to Elephant Group or any third party for any ADT Dealer's performance or failure to perform any covenant or obligation under any agreement with Elephant Group, or for any other act or omission of any ADT Dealer, with respect to the Elephant Group's agreement(s) with ADT Dealers or otherwise. ADT has the right to terminate this Agreement, as set forth hereinabove in this Agreement, and ADT shall have no liability to Elephant Group for the effect of such termination upon any agreement between Elephant Group and an ADT Dealer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective upon the execution hereof.

ELEPHANT GROUP, LLC

By: 
 Title: CEO
 Date: 5/28/08

ADT SECURITY SERVICES, INC.

By: 
 Title: VP
 Date: 6/5/08